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Federal Deposit Insurance Corporation
550 17th Street, NW, Washington, D.C. 20429-9990
Legal Division

LEGAL SERVICES AGREEMENT

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Federal Tax ID Number: _____

This Legal Services Agreement between your firm and the Legal Division of the Federal Deposit Insurance Corporation (FDIC) in all capacities governs all legal services rendered to the FDIC. This is not a referral or engagement for legal services. Referrals are made pursuant to this agreement by Legal Division attorneys with delegated authority and may be accompanied by supplemental requests or instructions.

Our relationship also will be governed by and subject to the policies, requirements, practices and procedures set forth in the FDIC's "Outside Counsel Deskbook" previously provided to you and incorporated herein by reference, as from time to time amended (the "Deskbook"). You represent, warrant and covenant that (i) your firm has no conflict with the interests of the FDIC or the former Resolution Trust Corporation that has not been disclosed in writing to the FDIC; (ii) you will advise us immediately of all conflicts that develop in the future; (iii) each of the attorneys and paraprofessionals in your firm who provides services to the FDIC has reviewed, understands and agrees to act strictly in compliance with all provisions, requirements and policies(including statutory and regulatory provisions) identified in the Deskbook; and (iv) all information submitted in connection with your registration with the Legal Division is and remains accurate and complete, and that you will advise us promptly in writing of all changes affecting such submission.

Your firm agrees to provide legal services in accordance with the fee or hourly rate structure (for each attorney and paraprofessional assigned to work on FDIC matters) set forth on the attached schedule(s), which may be amended only by written consent of the Legal Division. We agree to process for payment all undisputed invoices submitted by the firm in proper order promptly upon receipt. Absent extraordinary circumstances, the FDIC will not pay invoices submitted over one year from the date that services are rendered.

In addition, your firm agrees to provide and/or participate in training, seminars or other presentations in your firm's areas of expertise, as needed, for the benefit of the FDIC Legal Division. Your firm further agrees that the FDIC will reimburse for out-of-pocket expenses only with regard to these activities.

This agreement shall remain in effect for two years from the effective date set forth below subject, however, to earlier termination by the Legal Division without cause or advance notice. In the event your firm is providing services under any referrals as of the expiration date of this agreement, this agreement shall continue for the sole purpose of completing such referrals under these same terms and conditions until the earliest date: (i) all such referrals are completed; (ii) your firm and the FDIC execute a new Legal Services Agreement; or (iii) the FDIC exercises its right to terminate this agreement. Upon termination, you agree to comply with the provisions set forth in the Deskbook and to forward upon demand of the Legal Division all files and documents concerning all FDIC engagements, including all work products of your firm.

All notices to you pursuant to this agreement shall be sent to the address indicated above, and all notices to the Legal Division shall be sent to the Legal Division, Federal Deposit Insurance Corporation, Attn: Legal Services & Special Contracts Group, at VS-E-6097, 3501 Fairfax Drive, Arlington, VA 22226.

ACCEPTED AND AGREED

Effective Date: _____

_____
(Name of Firm)

_____	_____
(Firm Authorized Signature)	(Authorized FDIC Legal Division Signature)
_____	_____
(Firm Name and Title)	(Authorized FDIC Name and Title)